

JUN 16 11 28 AM '97

BK 317 PG 538
W.E. DAVIS CH. CLK.**WARRANTY DEED****DUNAVANT ENTERPRISES, INC., a
Tennessee corporation, GRANTOR****TO****COLEMAN-HYNEMAN HOMES, LLC, a
Mississippi limited liability company, GRANTEE****THIS INDENTURE**, made and entered into as of the **10th** day of **June, 1997** by and between**DUNAVANT ENTERPRISES, INC., a Tennessee Corporation**, whose address is 3797 New Getwell Road, Memphis, Tennessee 38118 and whose telephone number is (901) 369-1605,hereinafter referred to as **Grantor**, and**COLEMAN-HYNEMAN HOMES, LLC, a Mississippi Limited Liability Company**, whose address is PO Box 806, Olive Branch, MS 38654 and whose telephone number is (601) 393-9398.hereinafter referred to as **Grantee**.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and warrant unto the said Grantee the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

Lot(s) 63,64,65,66,67 and 68, Stone Creek Subdivision, Phase A of Plum Point Villages Planned Unit Development, in Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 52, Pages 34-35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being part of the same property conveyed to the Grantor herein by Warranty Deed of record in Book 206, Page 539, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, his/her/their/its heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee of the aforescribed real estate; that the Grantor has a good right to sell and convey the same; that the same is unencumbered except,

Covenants or Restrictions:

Zoning ordinances or laws of any governmental authority, Plat Book 52, Pages 34-35, and Declaration of Covenants, Conditions and Restrictions in Book 297, Page 530;

Encroachments and/or Easements:

Building Lines and Easements as shown on recorded plat at Plat Book 52, Pages 34-35.

Taxes and special assessments for the year 1996, not yet due and payable.

Subject lot(s) may be filled land or partially filled land and Grantor makes no representation as to said property being undisturbed land. The Grantor is not to be responsible or liable for any claim of any kind or character because said property is filled or partially filled land.

and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons.

Grantee, his/her/their/its successors and assigns, by acceptance of the deed of conveyance, accepts membership in the Stone Creek Homeowners Association, Inc., a Mississippi non-profit corporation, and agrees to be subject to and bound by the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-laws of the Association, all of which are of record in Book 297, Page 530, and such rules and regulations as may be adopted pursuant to the terms thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature of the Grantor (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) the day and year first above written.

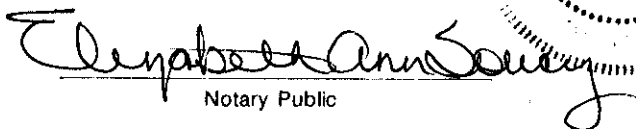
DUNAVANT ENTERPRISES, INC.,
a Tennessee Corporation

BY: 

Pete Aviotti, Jr.
Vice President

STATE OF TENNESSEE,)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of June, 1996, within my jurisdiction, the within named **PETE AVIOTTI, JR.**, who acknowledged that he is Vice President of **DUNAVANT ENTERPRISES, INC.**, a Tennessee Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public

MY COMMISSION EXPIRES AUG. 8, 2000

Commission Expiration: _____

Part of Tax Parcel:
2073-0600.0-00005.03

THIS INSTRUMENT PREPARED BY:

THE POE FIRM, P.C.
261 GERMANTOWN BEND COVE
CORDOVA, TN 38018
TELEPHONE: (901) 758-8200

AFTER RECORDING, RETURN TO:

ERIC SAPPENFIELD, ATTORNEY AT LAW
97 STATE LINE ROAD
SOUTHAVEN, MS 38671
TELEPHONE: (601) 342-2170

GRANTOR:

DUNAVANT ENTERPRISES, INC.
3797 NEW GETWELL ROAD
MEMPHIS, TN 38118
BUSINESS TELEPHONE: (901) 369-1605
HOME TELEPHONE: None

GRANTEE:

COLEMAN-HYNEMAN HOMES, LLC
P. O. BOX 806
OLIVE BRANCH, MS 38654
BUSINESS TELEPHONE: (601) 393-9398
HOME TELEPHONE: None